



**Renfrew**  
Bridging Charm and Convenience

TOWN OF RENFREW  
127 Raglan Street  
Renfrew, Ontario  
K7V 1P8

## REQUEST FOR PROPOSAL - HORTICULTURAL SERVICES - TOWN OF RENFREW

**RFP 2024-08-CAO**

### SECTION I – PROPOSAL INFORMATION

#### 1. Registration as a Bidder

It is mandatory that you register as a bidder with the Corporation of the Town of Renfrew. Failure to register will result in non-acceptance of your submission.

Please remit Name of Company, Name of Contact Person, Contact Information to Ashley Robertson, Purchasing Assistant, Corporation of the Town of Renfrew, [arobertson@renfrew.ca](mailto:arobertson@renfrew.ca)

Questions related to this proposal or the requirements are to be received by 12:00 pm April 17th, 2024.

#### 2. Proposal Documents, Drawings, Addenda & Appendix

The bidder shall verify that these proposal documents are complete and assume responsibility to view/download/print the Proposal Requirements, addenda and any related information not included with this document. You are required to go to the Town's website where under the description of this proposal you will find links to the Proposal Requirements, addenda and any related information not included with this document.

The Town will issue any changes/additions/deletions to the proposal or terms and conditions. Any and all addenda issued by the Town shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. The Town will assume no responsibility for oral instruction or suggestion.

Any and all addenda issues prior to the closing date will be posted on [www.biddingo.com](http://www.biddingo.com) for downloading by bidders. It is the bidder's sole responsibility to download and review all Addenda, and acknowledge that Addenda were downloaded from Biddingo, and that the pricing quoted includes the provision set out in such Addenda. Addenda will **not** be sent to bidders via facsimile or e-mail.



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Each Bidder must satisfy themselves, by their own study of the proposal documents and related information, as to the practicality of completing the work successfully as described. There will be no consideration of any claim after submission of proposals that there is a misunderstanding with respect to the conditions imposed in the Agreement.

### **3. Communications**

Questions related to this proposal, specifications or the intent of the proposed work and requirements are to be received by: **12:00 pm APRIL 17<sup>th</sup>, 2024.**

All communications must reference **RFP 2024-08-CAO** in the subject line.

**Ashley Robertson, Purchasing Assistant, Corporation of the Town of Renfrew**

Email: [arobertson@renfrew.ca](mailto:arobertson@renfrew.ca)

Where a Bidder finds discrepancies or omissions in the proposal requirements, or other proposal documents or instructions, or otherwise requires any clarification, the Bidder should contact the Town in writing by email as noted above. Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the proposal documents.

Where the Town deems that an explanation or interpretation is necessary or desirable, an addendum may be issued, in writing, on Bidding for downloading by all bidders. It is the bidder's sole responsibility to check for addenda issues and download same. Acknowledgement of Addenda on the Form of Proposal is a mandatory requirement. Failure to acknowledge addenda will result in your proposal being deemed non-compliant and not eligible for award.



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#### **4. Retrieval of Official Documentation**

Only documents provided to Bidders by the Town or found on Biddingo are to be considered the “official” documents. The Town accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to verify they have received all relevant information. The Town reserves the right to not accept a bid submission if determined that the documents have been altered from the Town’s own official documents.

#### **5. Delivery and Official Closing Time of Proposals**

All submittals shall be received by email.

**Ashley Robertson, Purchasing Assistant, Corporation of the Town of Renfrew**

Email: [arobertson@renfrew.ca](mailto:arobertson@renfrew.ca)

Proposals must be received no later than: **3:00 p.m. APRIL 25<sup>th</sup>, 2024.** The time clock in the Council Chambers at the Town Office is the official time for the deadline for submission. The Town is not responsible for submissions which arrive late.

Proposals shall be officially opened after closing time by the opening committee.

A proponent may request that their proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company office and is delivered in hard copy or electronically to the Purchasing Agent before the proposal closing time.



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## Form of Proposal & Detailed Work Plan

The Form of Proposal & Detailed Work Plan submission shall contain the following information.

- Proposed approach to the project, consistent with the background information provided in **Section II – Information Package**.
- The proposed project manager, key project staff, and sub-consultants for all phases of the project.
- The firm's base of operations for this project.
- A Detailed Work Plan fully describing the main tasks to be undertaken and all subtasks required to execute all aspects of work consistent with the Information Package attached and other subsequent written direction provided by the Town.
- A detailed graphical project schedule outlining the time requirements and date of completion of the project's main tasks, subtasks and activities as defined by the detailed work plan in order to complete works by the specified completion date including:
  - start and finish dates of main tasks
  - milestone dates for deliverables to the Town.
- Time breakdowns and summations of estimated person-hours vertically and horizontally for each identified task and named member of the Consultant's project team and support staff as required to complete all tasks of the project; and
- The Consultant's quality assurance plan.

The Detailed Work Plan **shall not exceed 10 pages** (excluding the Form of Proposal) in length. Tables and diagrams may be appended to the Detailed Work Plan. Company brochures and similar projects may also be appended.

## Upset Cost Estimate

The Upset Cost Estimate shall be broken down according to the tasks of the work plan, and shall include staff hourly rates, all fees, and disbursements required for completing the work plan assignments. Prices shall not include contingencies or HST as applicable.

Disbursements, such as telephone, facsimile, printing, courier, travel, meals, etc. is considered to be included in the Upset Cost Estimate. Computer and office charges are considered part of the overhead and **shall not** be invoiced as disbursements other than in exceptional circumstances.



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Bidders shall identify and include any costs believed not to be covered in this RFP information package, but considered necessary for completion of the assignment and shall specifically identify them in the proposal.

## 6.1 Financial Proposal

Financial Proposals are to be submitted as part of the proposal. The consultant is to provide a total upset limit price, inclusive of all engineering fees, disbursements, and taxes, to complete the assignment in accordance with the requirements detailed herein and in the Consultant's proposal. The project costs are to be related to the Level of Effort. The Town reserves the right to review and score the financial proposal for Parts A and B independently or in combination. The consultant shall use the hourly rates that will be billed through the entire project (no COI increase over duration of the project)

In order to allocate the score for the Financial Proposal, a "Benchmark Price" will be determined by taking the average "Total Upset Limit Price" from all of the financial proposals that are opened. Marks will be awarded based on the following table:

| <b>Deviation (+/-) of Benchmark Price</b> | <b>Available Mark (20)</b> |
|---|----------------------------|
| 0% - 5%                                   | 20                         |
| 6% - 10%                                  | 18                         |
| 11% - 15%                                 | 16                         |
| 16% - 20%                                 | 14                         |
| 21% - 25%                                 | 12                         |
| 26% - 30%                                 | 10                         |
| 31% - 35%                                 | 8                          |
| 36% - 40%                                 | 6                          |
| 41% - 45%                                 | 4                          |
| 46% - 50%                                 | 2                          |
| > 51%                                     | 0                          |

## 6.2 Proposal Evaluation

The contents of the proposal should address the evaluation criteria outlined below and will be scored in relation to the points that are stipulated.



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| <b>Detailed Work Plan Evaluation</b>                         | <b>Point Allocation</b> |
|--|-------------------------|
| Related Experience and References                            | 30                      |
| Quality of Submission and Proposal                           | 20                      |
| Proposed Plant Material (Type, Quantity, Planting, Warranty) | 30                      |
| Cost Proposal  | 20                      |
| <b>Total</b>   | <b>100</b>              |

Only the proposals deemed acceptable by the Project authority will be considered for advancement. The decision will be based on evaluation criteria items number one (1) through four (4) outlined above.

## **7 Proposal Selection Timeline**

The expected timeline for Proposal Selection is as follows:

|                |  |
|----------------|--|
| April 5, 2024  | Request for Proposal Issue   |
| April 17, 2024 | Deadline for written questions to Town from Bidders                        |
| April 18, 2024 | Town published Addendum (if applicable)                                    |
| April 25, 2024 | Closing date for Proposal Submissions                                      |
| April 30, 2024 | The Town will award the Request for Proposal to the successful Consultant. |

## **8 Evaluation Team**

The Town's Evaluation Team will consist of representatives of the Town and the Downtown Business Improvement Area.

## **9 Consultants to Investigate**

Consulting firms submitting a proposal shall understand and acknowledge that while this Request for Proposal outlines the scope of work and specific requirements, the Consultants shall satisfy themselves by such a means as they prefer, as to the extent of work required to complete the assignment.

## **10 Fee Holdback**

A payment schedule will be negotiated.



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## **11 Agreement**

Prior to commencing work on the project, a Purchase Order will be issued and the Town's Request for Proposal Information Package and the Consultant's submitted Proposal will form the basis of an Agreement.

## **12 Town's Purchasing Policies**

The Town's Purchasing Policies and Procedural By-Law forms an integral part of this proposal document. The Policy and Procedures apply to this proposal process.

## **13 Insurance**

- a. The Consultant shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of services pursuant to this Agreement.
- b. During the Term of this Agreement, and any renewal or extension thereof, the Consultant will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:
  - i. a contract of general liability insurance for its operations, with limits of not less than Two Million (\$2,000,000) Dollars, exclusive of interest or costs per occurrence, including coverages for defense and claimants' costs, and coverages for:
    - personal injury including death;
    - property damage or loss (direct or indirect and including loss of use thereof);
    - broad form property damage;
    - contractual liability;
    - non-owned automobile liability;
    - products – completed operations;
    - contingent employers liability;
    - cross liability;
    - severability of interest; and
    - blanket contractual liability.



The policy of insurance shall name the Town of Renfrew and the Province of Ontario as an additional insured with respect to its interest in the operations of the Consultant; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Town; and shall also provide that neither the Consultant nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Town thirty days prior written notice.

- ii. a policy of professional liability insurance or other errors and omissions insurance covering claims and expenses for liability for loss or damage arising from negligence in the provision of the Services, of standard wording, with coverage of no less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence; and
  - iii. a policy of motor vehicle liability insurance of standard wording, covering motor vehicles owned, leased or operated by or on behalf of the Consultant, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated with coverage of not less than Two Million (\$2,000,000.) exclusive of interest or costs per occurrence; and
- c. Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.
  - d. No policy shall contain any provision which would contravene the obligations of the Consultant hereunder or otherwise be to the detriment of the Town.
  - e. The Consultant shall provide or cause to be provided to the Town, within seven (7) days of award of Contract, a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of this agreement. No review or approval of any such insurance





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certificate by the Town's rights or the Consultant's obligation contained in this Agreement.

- f. If at any time the Town is of the opinion that the insurance taken out by the Consultant is inadequate in any respect, it shall forthwith advise the Consultant of the reasons therefore and the Consultant shall forthwith take out additional insurance, if available, satisfactory to the Town.
- g. The taking out of insurance shall not relieve the Consultant of any of its obligations under this agreement or limit its liability hereunder.
- h. All policies of insurance shall be:
  - i. written with an insurer licensed to do business in Ontario;
  - ii. in form and content acceptable to the Town acting reasonably;
  - iii. be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Town; and
  - iv. contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.
- i. Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Town, forfeiture of the Contract.

## **14 Health & Safety and WSIB**

The successful Proponent is required to conform with the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Town a valid verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days. The successful Proponent is required to complete the Town's Contractor's Acknowledgement Form prior to commencement of work.



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## **15 Irrevocable**

Proposals are irrevocable for 90 calendar days from date of Proposal closing. All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.

## **16 Legible**

All proposals must be legible and written in ink or typewritten. Corporate seals are requested, but are not mandatory.

## **17 Right to Reject or Not Open**

The Town reserves the right to reject any or all proposals, and the lowest or highest as the case may be will not necessarily be accepted. The right is reserved to accept the whole or any part of the proposal.

Should the Town receive only one (1) qualified and duly executed bid submission on commodities/services that have known multiple source potential, the right is reserved to recall the competition.

The Town reserves the right not to **open** a bid call should the Town deem, in its opinion, to have received an inadequate number of bid responses to the bid call and further the right is reserved to cancel and recall the competition. Unopened bids will be returned to all vendors who responded.

The Town reserves the right not to accept a proposal from any person or corporation which includes all related corporations who, or which, has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed general contractor or sub-contractor or vendor within the submitted proposal.



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## **18 No Claim for Compensation**

Except as expressly and specifically permitted in these Instructions to Proponents, no Consultant shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

The Town assumes no responsibility or liability for costs incurred by the Consultants prior to the entering into of a written contract.

## **19 Subject to Budget Provision**

Should qualified bid submissions exceed the Town budget provision for this project the Town reserves the right to reject or recall the proposal.

## **20 Adjustments Prior to Closing**

Adjustments to submitted proposals by telephone, fax, or email shall not be considered. A bidder wishing to make adjustments to a submitted proposal must supersede it with a later proposal, and received on or before the closing time.

## **21 Proposal Advertising**

Proposal advertising is made available through the following: the Town's website [www.renfrew.ca](http://www.renfrew.ca) and [www.biddingo.com](http://www.biddingo.com)

## **22 Intellectual and Proprietary Rights**

Upon award, all trade secrets, copyright patents and other intellectual and proprietary rights are and remain the property of the Town. Also, all artwork and print production devices will become the property of the Town.



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## **23 No Additional Content**

Sketches, rendering or models illustrating the content of the proposal are not to be supplied and will not be accepted by the Town.

## **24 Conflict of Interest**

The Town reserves the right to disqualify a Proposal where the Town believes a conflict of interest or potential conflict of interest exists in regard to the Consultant and the intended project.

The successful Consultant shall work solely and exclusively in the interests of the Town at all times to ensure that the project is successfully completed. The Consultant must identify current claims, potential claims, or disputes against the Town, if any, that the firm is involved with. The Consultant must identify current developer and development interest that the firm has in the service area, if any. This information and any conditions attached to the Proposal will be considered in the Town evaluation.

Any member of the Council shall claim pecuniary interest if he/she is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

No person, firm or corporation other than the bidder has any interest in this Proposal or in the proposed contract for which this Proposal is made and to which it relates.

This Proposal is made by the bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work, and is in all respects fair and without collusion or fraud.



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No officer or employee of the Town is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

## **25 Failure or Unsatisfactory Performance**

The Town reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any Bidder for failure to accept a contract with the Town, or the name of any Bidder for unsatisfactory performance of a contract with the Town.

## **26 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

## **27 Public Opening**

The Request for Proposals will be opened by the Evaluation Team at a public opening to be held at The Renfrew Town Hall, on **APRIL 25<sup>th</sup>, 2024 @ 3:00 pm**, following the closing of the Proposal call.

**Please note that the opening will acknowledge receipt of submitted proposals only. Prices and detail information will not be released.**

**The Town of Renfrew will endeavor to administer the proposal process in accordance with the terms and dates outlined; however, it reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.**



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## **28 Town Not Employer**

The Proponent agrees that the Corporation of the Town of Renfrew is not to be understood as the employer to any successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Proposal document. It is understood that the successful proponent will act as an independent contractor. Also, in accordance the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.

## **29 Accessibility of Ontarians with Disabilities Act (AODA)**

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them. The standards are made into laws called regulations, and they provide the details to help meet the goal of the AODA, which is a fully accessible Ontario by 2025. The AODA is the foundation on which the subsequent accessibility standards are built. These standards include the Accessible Customer Service Standard, *Ontario Regulation 429/07*; the Integrated Accessibility Standards (encompassing Information and Communications, Employment and Transportation), *Ontario Regulation 191/11*; and finally, the Built Environment Standard, which is not yet law.

In 2007, the Ontario Government adopted the AODA Standard, *Ontario Regulation 429/07*, respecting Accessibility Standards for Customer Service. All public sector organizations in Ontario, including the Town of Renfrew, must comply with this regulation by January 1, 2010. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public sector organization.

It is the successful Bidder's responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

Further information on compliance can be found at the Ministry of Communication and Social Services website:

<http://www.mcsc.gov.on.ca/mcss/english/pillars/accessibilityOntario/accession/compliance>.